

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

STEFAN FREETH

CIVIL ACTION NO. _____

Plaintiff,

v.

ZURICH AMERICAN INSURANCE CO.

Defendant.

[This Document has been
Electronically Filed]

NOTICE OF REMOVAL

TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA:

PLEASE TAKE NOTICE that defendant Zurich American Insurance Company, by and through its undersigned attorneys, files this Notice of Removal pursuant to 28 U.S.C. §§1332 and 1441, removing the above-captioned case filed by plaintiff from the Court of Common Pleas of Chester County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania. The grounds for removal are as follows:

HISTORY OF CASE

1. On or about March 18, 2014, plaintiff, Stefan Freeth, commenced the instant action by Complaint in the Court of Common Pleas of Chester County, Pennsylvania, No. 2014-02251, against Zurich American Insurance Company, and referred to herein as “Zurich.” A true and correct copy of the Complaint is attached hereto as Exhibit “A”.

CITIZENSHIP OF PARTIES

2. Plaintiff is a resident of Havertown, Pennsylvania, residing therein at 406 Steel Road, Havertown, Pennsylvania. *See* Compl. at ¶1.

3. For diversity jurisdiction purposes, pursuant to 28 U.S.C. §1332, plaintiff is a citizen of the Commonwealth of Pennsylvania at all times material hereto.
4. Defendant Zurich is a corporation duly organized, existing, and incorporated under the laws of the State of New York, with its principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196.
5. For diversity jurisdiction purposes, pursuant to 28 U.S.C. §1332, defendant is a citizen of the States of New York and Illinois.
6. There is complete diversity between plaintiff and defendant pursuant to 28 U.S.C. §1332.

THIS REMOVAL NOTICE IS TIMELY

7. The Complaint was filed on March 18, 2014. Counsel for plaintiff mailed a copy of the Complaint in this matter to defendant, and the mailing was delivered on or about March 24, 2014.
8. Pursuant to 28 U.S.C. §1446(b), “[the] notice of removal of a civil action or proceeding shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading.”
9. Thirty (30) days from the first purported service upon defendant is April 23, 2014. As this Notice is being filed on or before that date, defendant’s Notice of Removal is timely pursuant to 28 U.S.C. §1446(b).

AMOUNT IN CONTROVERSY

10. This action arises out a claim for underinsured motorist benefits concerning an accident which allegedly occurred on September 21, 2012 in Carbon Township, Pennsylvania. Complt. at ¶17.

11. Plaintiff avers he was “working from [a] Road-Con truck” in the Northbound lanes of the Northeast Extension of the Pennsylvania Turnpike” when a tractor trailer struck a traffic control sign, “propelling” the sign into plaintiff’s leg. *Id.* at ¶17.
12. The tractor-trailer which hit the traffic control sign has allegedly never been identified. *Id.* at ¶20.
13. As a result of the accident, plaintiff avers he sustained “serious, disabling injuries,” including, *inter alia*, a comminuted fracture of the left patella and a rupture of the patella tendon, which resulted in multiple surgical procedures. *Id.* at ¶19.
14. Plaintiff avers he is an “insured” under a policy of insurance issued by Zurich (referred to herein as the “Zurich Policy”) that affords coverage for the Road-Con vehicle from which plaintiff was “working from.” *Id.* at ¶¶3, 6.
15. The Zurich Policy is stated to afford \$35,000 in uninsured motorist benefits coverage. *Id.* at ¶5.
16. However, plaintiff claims the Zurich Policy affords \$1,000,000 in uninsured motorist benefits. *Id.* at ¶¶14, 22.
17. Plaintiff claims he is entitled to \$1,000,000 in uninsured motorist benefits from Zurich. *Id.* at ¶22.
18. Specifically, plaintiff seeks “a judgment or decree declaring that defendant Zurich American Insurance Company is required to furnish plaintiff uninsured motorist coverage equal to the liability limits of \$1,000,000.00.” *Id.*, at *ad damnum* clause.
19. It is believed, and therefore averred, that, from a reasonable reading of the plaintiff’s Complaint, that plaintiff alleges monetary damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

REMOVAL PREREQUISITES HAVE BEEN MET

20. This action is one over which this Court has original jurisdiction under 28 U.S.C. §1332(a) and is one that may be removed to this Court by the defendant pursuant to 28 U.S.C. §§1441(a) and (b), in that it is a suit constituting a dispute between citizens of different states and the matter in controversy exceeds the sum or value of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.
21. The Notice of Removal has been timely made pursuant to 28 U.S.C. §1446(b).
22. Defendant has sought no similar relief with respect to this matter.
23. Concurrent with the filing of this Notice, defendant is serving this Notice upon plaintiff's counsel, and will promptly file a copy of the Notice with the Prothonotary of the Court of Common Pleas of Chester County.

WHEREFORE, Notice is given that this action is removed from of the Court of Common Pleas of Chester County to the United States District Court for the Eastern District of Pennsylvania.

Dated:

4/18/2014

By:

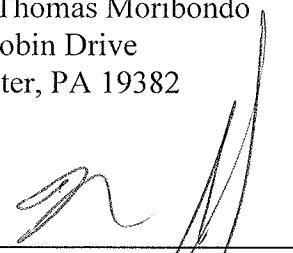

Louis A. Bové, Esquire
Marc J. Syken, Esquire
PA 53071/PA 62533
BODELL BOVÉ LLC
1529 Walnut Street
Sixth Floor
Philadelphia, PA 19102
Tel: (215) 864-6600
Fax: (215) 864-6610
lbove@bodellbove.com
msyken@bodellbove.com
Attorney(s) for Defendant, Zurich American Insurance Company

CERTIFICATE OF SERVICE

The undersigned certifies that the within Notice of Removal has been hand delivered to the Court for filing on this date. A paper copy of the Notice of Removal has also been served on this date via first-class mail, postage pre-paid, on the following:

Thomas Moribondo Esq.
Law Offices of Thomas Moribondo
1002 Robin Drive
West Chester, PA 19382

Dated: April 18, 2014



Louis A. Bové, Esquire
Marc J. Syken, Esquire
BODELL BOVÉ LLC
1529 Walnut Street, Sixth Floor
Philadelphia, PA 19102
Tel: (215) 864-6600
Fax: (215) 864-6610
lbove@bodellbove.com
msyken@bodellbove.com
Attorney(s) for Defendant, Zurich American
Insurance Company

EXHIBIT “A”



**Chester County
Court of Common Pleas
Cover Sheet**

Docket No:

14-02251

Plaintiff(s): (Name, Address)

STEFAN FREETH
406 Steel Road
Havertown, PA 19083

Plaintiff's/Appellant's Attorney (circle one)
(Name, firm, address, telephone and attorney ID#)

THOMAS MORIBONDO, ESQ. ID: 30306
1002 Robin Drive
West Chester, PA 19382 (610)399-3900

Defendant(s): (Name, Address)

Zurich American Insurance Co.
1400 American Lane
Schaumberg, IL 60196-1056

Are there any related cases? Please provide case nos.

No

Defendants who are proceeding without counsel are strongly urged to file with the Prothonotary a written statement of an address AND a telephone number at which they can be reached.

If this is an appeal from a Magisterial District Judgment, was appellant Plaintiff or Defendant in the original action?

Jury Trial Demanded Yes No

Nature of case if not on previous cover sheet – Please choose the most applicable

<input type="checkbox"/>	Annulment
<input type="checkbox"/>	Custody - Conciliation Required
<input type="checkbox"/>	Custody - Foreign Order
<input type="checkbox"/>	Custody - No Conciliation Required
<input type="checkbox"/>	Divorce - Ancillary Relief Request
<input type="checkbox"/>	Divorce - No Ancillary Relief Requested
<input type="checkbox"/>	Foreign Divorce
<input type="checkbox"/>	Foreign Protection from Abuse
<input type="checkbox"/>	Paternity
<input type="checkbox"/>	Protection from Abuse
<input type="checkbox"/>	Standby Guardianship

<input type="checkbox"/>	Writ of Certiorari
<input type="checkbox"/>	Injunctive Relief
<input type="checkbox"/>	Mechanics Lien Claim
<input type="checkbox"/>	Issuance of Foreign Subpoena
<input type="checkbox"/>	Name Change
<input type="checkbox"/>	Petition for Structured Settlement

2
1
0
9
8
7
6
5
4
3
2
1
0

Arbitration Cases Only

Arbitration Date Arbitration Time

Defendants are cautioned that the scheduling of an arbitration date does not alter the duty of the defendant to respond to the complaint and does not prevent summary disposition from occurring prior to the arbitration date.

This matter will be heard by a Board of Arbitrators at the time and date specified but, if one or more of the parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial *de novo* on appeal from a decision entered by a judge.

Notice of Trial Listing Date

Pursuant to C.C.R.C.P. 249.3, if this case is not subject to compulsory arbitration it will be presumed ready for trial twelve (12) months from the date of the initiation of the suit and will be placed on the trial list one (1) year from the date the suit was filed unless otherwise ordered by the Court.

To obtain relief from automatic trial listing a party must proceed pursuant to C.C.R.C.P. 249.3(b), request an administrative conference and obtain a court order deferring the placement of the case on the trial list until a later date.

File with: Chester County Justice Center, Prothonotary Office, 201 W. Market St., Ste. 1425, PO Box 2746, West Chester, PA 19380-0989

These cover sheets must be served upon all other parties to the action immediately after filing.
Submit enough copies for service.

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

CHESTER County

For Prothonotary Use Only:	SEARCHED INDEXED SERIALIZED FILED APR 18 2014 CLERK'S OFFICE
Docket No: 2014-02251	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:			
<input checked="" type="checkbox"/> Complaint	<input type="checkbox"/> Writ of Summons	<input type="checkbox"/> Petition	
<input type="checkbox"/> Transfer from Another Jurisdiction		<input type="checkbox"/> Declaration of Taking	
Lead Plaintiff's Name: STEFAN FREETH		Lead Defendant's Name: Zurich American Insurance Co.	
Are money damages requested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Dollar Amount Requested: (check one) <input type="checkbox"/> within arbitration limits <input type="checkbox"/> outside arbitration limits	
Is this a <i>Class Action Suit</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name of Plaintiff/Appellant's Attorney: Thomas Meribondo, Esq. <input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)			

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

<p>TORT (<i>do not include Mass Tort</i>)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (<i>does not include mass tort</i>) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: <hr/> <hr/>	<p>CONTRACT (<i>do not include Judgments</i>)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other <hr/> <hr/> <ul style="list-style-type: none"> <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other <hr/> <hr/> <ul style="list-style-type: none"> <input type="checkbox"/> Other: <hr/> <hr/>	<p>CIVIL APPEALS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other <hr/> <hr/> <ul style="list-style-type: none"> <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: <hr/> <hr/>
<p>MASS TORT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: <hr/> <hr/>	<p>REAL PROPERTY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: <hr/> <hr/>	<p>MISCELLANEOUS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Common Law/Statutory Arbitration <input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations <input type="checkbox"/> Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other: <hr/> <hr/>
<p>PROFESSIONAL LIABILITY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: <hr/> <hr/>		

THOMAS MORIBONDO, ESQUIRE
1002 Robin Drive
West Chester, PA 19382
(610) 399-3900
tmoribondo@aol.com
Attorney ID 30306

Attorney for Plaintiff

APRIL 18, 2014
FILED
1:56 PM
CLERK'S OFFICE
WEST CHESTER
COMMONWEALTH OF PENNSYLVANIA

STEFAN FREETH
406 Steel Road
Havertown, PA 19083

Vs.

COURT OF COMMON PLEAS

CHESTER COUNTY

ZURICH AMERICAN INSURANCE CO.
1400 American Lane
Schaumburg, IL 60196-1056

ACTION FOR DECLARATORY
JUDGMENT

NO: 2014-02251

CIVIL ACTION-COMPLAINT

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Reference Service
15 West Gay Street
West Chester, PA 19380
(610) 429-1500

1. Plaintiff Stefan Freeth is an adult individual residing at 406 Steel Road Havertown, Pa 19083 who at all times relevant hereto was an employee of Road-Con, Inc whose place of business is located at 902 Camaro Way West Chester, Pa 19380.
2. Defendant Zurich American Insurance Company is a corporation engaged in the insurance business in the Commonwealth of Pennsylvania, which regularly does business in Chester County, Pennsylvania, and has an office at 1400 American Lane Schaumburg, Illinois 60196-1056.
3. On or about March 1 2012, in consideration of the annual premium paid to it, defendant Zurich American Insurance Company issued to Road-Con, Inc. business automobile policy number BAP8311570-11, hereinafter referred to as "the policy" in Chester County, Pennsylvania. The said "policy" provided insurance coverage to multiple vehicles including a Ford F-550 work truck bearing Pennsylvania license plate YVN7951, which, upon information and belief, was owned by Road-Con, Inc.
4. The policy period during which the said policy was in effect covered the time period of March 1, 2012 to March 1, 2013.

5. The said policy contained bodily injury liability limits of \$1,000,000. Said policy also contained coverage for uninsured motorist benefits of \$35,000.

Upon information and belief, a true and correct copy of the business auto Declaration Page and Schedule of Coverages for the pertinent time period is attached as Exhibit "A."

6. At all times relevant hereto plaintiff Stefan Freeth was an insured under said policy and was a third party beneficiary of the insurance contract between Road-Con, Inc. and defendant Zurich American Insurance Company.

7. Under the Pennsylvania Motor Vehicle Financial Responsibility Law [MVFLR], insurers who issue motor vehicle liability policies in Pennsylvania are required to offer their customers uninsured motorist coverage in amounts equal to the bodily injury limits of the customer's policy.

8. Section 1731 (a) of the MVFLR provides that:

No motor vehicle liability insurance policy shall be delivered or issued for delivery in this Commonwealth, with respect to any motor vehicle registered or principally garaged in this Commonwealth, unless uninsured motorist and underinsured motorist coverages are offered therein or supplemental thereto in amounts as provided in Section 1734 (relating to request for lower limits of coverage). Purchase of uninsured motorist and underinsured motorist coverages is optional.

9. Section 1734 of the MVFLR provides that "a named insured may request in writing the issuance of coverages under Section 1731 (relating to availability,

scope and amount of coverage) in amounts equal to or less than the limits of liability for bodily injury."

10. The insured, Road-Con, Inc., did not request in writing the issuance of uninsured motorist coverage in an amount less than the limits of liability for bodily injury coverage.
11. Upon information and belief, Road-Con never made a sufficient or legally effective election of uninsured motorist limits lower than bodily injury liability limits.
12. The uninsured motorist coverage under the policy must equal the bodily injury liability coverage under Section 1731 since there is no written request for uninsured motorist coverage less than the bodily injury liability limits.
13. The uninsured motorist coverage under the policy must equal the bodily injury liability coverage since there is no written request signed by the named insured for uninsured motorist coverage less than the bodily injury liability limits.
14. The uninsured motorist coverage under the policy must equal the bodily injury liability coverage under Section 1731 since there is no express

designation of an amount of uninsured motorist coverage less than the bodily injury liability limits.

15. Defendant Zurich American Insurance Company had no authority to issue the policy with uninsured motorist coverage limited to \$35,000 because it never received a request in writing from the insured to reduce uninsured motorist coverage to \$35,000.

16. If there is no written request for lower uninsured motorist limits then uninsured motorist coverage is deemed to be equivalent to bodily injury liability limits.

17. On September 21, 2012 at about 7:10 am, plaintiff Stefan Freeth was employed by Road-Con, Inc. and in the course and scope of his employment had been working from the afore-described Road-Con work truck in the northbound lanes of the Northeast Extension of the Pennsylvania Turnpike (I-476) in Carbon Township, Pennsylvania near the Pocono Interchange.

18. At the said date, time and place, a tractor-trailer travelling southbound struck a traffic control sign, propelling it into Plaintiff's left leg.

19. As a result of this impact, Plaintiff sustained serious, disabling injuries including inter alia a comminuted fracture of the left patella, complete

rupture of the quadriceps tendon, underwent multiple surgical procedures and suffered other damages and losses.

20. The tractor-trailer which struck the traffic control sign was never identified.

21. The incident was reported to the Pennsylvania State Police who conducted an immediate investigation but were unable to identify the tractor-trailer which had struck the traffic control sign.

22. Plaintiff thereafter notified Zurich American Insurance Company of a potential uninsured motorist claim and in fact made claim under the Zurich American Insurance Policy for uninsured motorist coverage in the amount of \$1,000,000. 00.

23. The language of the insurance policy and related insurance documents prepared by defendant Zurich American Insurance Co. preliminary to the policy are ambiguous and create ambiguities and must be construed contrary to the drafter, Zurich American Insurance Co.

24. The MVFRL "is to be construed liberally to afford the greatest possible coverage to injured claimants. In close or doubtful insurance cases, it is well-established that a court should resolve the meaning of insurance policy provisions or the legislative intent in favor of coverage for the insured."

Danko v. Erie Insurance Exchange, 428 Pa. Super. 223, 630 A.2d 1219, 1222
(Pa. Super. 1993)

WHEREFORE, plaintiff prays that this court enter a judgment or decree declaring that defendant Zurich American Insurance Company is required to furnish plaintiff uninsured motorist coverage equal to the liability limits of \$1,000,000. 00. Plaintiff further prays that this court enters such other Order and grant such other relief as it deems just.

DATE: 3/18/14

Thomas Moribondo

THOMAS MORIBONDO, ESQUIRE

Attorney for Plaintiff

VERIFICATION

STEFAN FREETH

PLAINTIFF

hereby states that he is the

in the foregoing matter and verifies

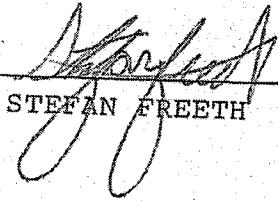
that the facts set forth in the foregoing

CIVIL ACTION-COMPLAINT

are true and correct to the best of his knowledge, information
and belief. The undersigned understands that the statements
therein contained are made subject to the penalties of
18 Pa. C.S.A. section 4904 relating to unsworn falsification
to authorities

DATE

3/17/14



STEFAN FREETH



ZURICH

COMMERCIAL INSURANCE

COMMON POLICY DECLARATIONS

Policy Number BAP 8311570-11

Renewal of Number BAP 8311570-10

Named Insured and Mailing Address

ROAD-CON, INC.
 (SEE NAMED INSURED ENDT)
 501 GARFIELD AVE
 WEST CHESTER PA 19380

Producer and Mailing Address

USI MIDATLANTIC INC
 630 W GERMANTOWN PIKE STE 200
 PLYMOUTH MEETING PA 19462-1069

Producer Code 52049-000

Policy Period: Coverage begins 03-01-2012 at 12:01 A.M.; Coverage ends 03-01-2013 at 12:01 A.M.

The name insured is Individual Partnership Corporation
 Other:

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):

BUSINESS AUTOMOBILE	PREMIUM \$ 83,728.00
issued by ZURICH AMERICAN INSURANCE COMPANY	

IMPORTANT NOTICE – PENNSYLVANIA
YOUR POLICY PROVIDES COLLISION COVERAGE ON RENTAL VEHICLES. PLEASE REFER TO THE
PORTION OF YOUR POLICY PROVIDING "COLLISION" COVERAGE FOR ANY LIMITATIONS IN COVERAGE
THAT MAY APPLY.

THIS PREMIUM MAY BE SUBJECT TO AUDIT.
 This premium does not include Taxes and Surcharges.

TOTAL \$ 83,728.00
 SEE INSTALLMENT SCHEDULE

Taxes and Surcharges

TOTAL \$

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the SCHEDULE of FORMS and ENDORSEMENTS.

Countersigned this day of

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

A

POLICY NUMBER: BAP 8311570-11

COMMERCIAL AUTO

ZURICH AMERICAN INSURANCE COMPANY

1400 American Lane
 Schaumburg, Illinois 60196-1056
 1-800-382-2150

BUSINESS AUTO DECLARATIONS**ITEM ONE****PRODUCER:**

USI MIDATLANTIC INC

NAMED INSURED: ROAD-CON, INC.

(SEE NAMED INSURED ENDORSEMENT)

MAILING ADDRESS: 501 GARFIELD AVE
WEST CHESTER, PA 19380**POLICY PERIOD:** From 03-01-2012 to 03-01-2013 at 12:01 A.M. Standard Time at your mailing address shown above**PREVIOUS POLICY NUMBER:** BAP 8311570-10**FORM OF BUSINESS:**

CORPORATION
 PARTNERSHIP

LIMITED LIABILITY COMPANY
 OTHER _____

 INDIVIDUALIN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception: \$ 83,728.00

AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/>	ANNUALLY	<input type="checkbox"/>	SEMI-ANNUALLY	<input type="checkbox"/>	QUARTERLY	<input type="checkbox"/>	MONTHLY
------------------------------	-------------------------------------	----------	--------------------------	---------------	--------------------------	-----------	--------------------------	---------

ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (Not Applicable in New York)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED _____

BY _____

(Date)

(Authorized Representative)

NOTEOFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE
AT THE COMPANY'S OPTION.

U-CA-D-600B 06 10

Page 1

ITEM TWO**SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
LIABILITY	1	\$1,000,000	\$ 67,211
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.	INCL
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	
AUTO MEDICAL PAYMENTS	2	\$ 5,000	INCL
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS	2	\$ 35,000	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	SEE ENDT	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE ENDT DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.	\$ 3,431
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	7, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE ENDT DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.	\$ 12,258
PHYSICAL DAMAGE TOWING AND LABOR	3	SEE SCHEDULE FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.	INCL
TAX/SURCHARGE/FEE			
PREMIUM FOR ENDORSEMENTS			
*ESTIMATED TOTAL PREMIUM			

*This policy may be subject to final audit.